

January 23, 2018

Tobyhanna Township Board of Supervisors
c/o Mr. John J. Jablowski, Jr., MPA, Township Manager
105 Government Center Way
Pocono Pines, PA 18350

Engineers

Environmental
Consultants

Surveyors

Landscape
Architects

Safety
Consultants

RE: Proposal for: Proposed Roadway Improvements
Permitting
Tobyhanna Township, Monroe County
RETTEW Project No. 098822008

Dear Supervisors:

Thank you for the opportunity to provide permitting services for the proposed Roadway Improvement Project. As you are aware, road construction through the wetland will require submission of a Joint Permit Application (JPA) to the Pennsylvania Department of Environmental Protection (PADEP). The JPA will require an alternatives analysis to justify the impacts associated with a proposed activity. One of the most effective ways to justify a preferred design is to explain the selection process at a preapplication meeting with the permitting agencies (i.e., PADEP and U.S. Army Corps of Engineers [USACE]). Commenting agencies such as the Pennsylvania Fish and Boat Commission (PFBC) and U.S. Fish and Wildlife Service (USFWS) should also be invited to make sure their concerns are addressed in the permit application. Preapplication meetings provide a way to present a preliminary design to the regulatory agencies and solicit input prior to finalizing it. Discussing the project with the agencies before submitting an application generally reduces the need to provide supplemental information during the permit review.

We understand that Pennoni is planning to discuss the proposed roadway design with PennDOT at their January meeting to get preliminary comments on the design. Once the design is adjusted to incorporate the initial PennDOT feedback, we recommend scheduling a meeting with the regulatory agencies to discuss the project, and then preparing the JPA based on input from the agencies. A description of the steps we propose to take to develop the JPA are presented below.

SCOPE OF SERVICES

A. PREAPPLICATION MEETING

The preapplication meeting will be used to solicit agency input and adjust the proposed project accordingly. RETTEW will:

1. Schedule a pre-application meeting with the Township, PADEP, USACE, and other resource agencies if available (i.e., PFBC and USFWS). The meeting will be scheduled after PennDOT's preliminary comments have been incorporated into the design and there is an estimate of potential wetland impact.
2. Provide an agenda for the meeting with input from the Township.
3. Attend the preapplication meeting to explain the purpose of the project, provide an overview of alternatives, and explain the reasons for selecting the preferred alternative.



4. Determine mitigation requirements and potential options based on preliminary estimates of wetland impact.
5. Summarize agency input from the preapplication meeting.

Deliverable: An agenda for the preapplication meeting and a list of agency recommendations to incorporate into the JPA.

B. JOINT PERMIT APPLICATION

The JPA will incorporate agency recommendations noted during the preapplication meeting. The JPA will be finalized when an acceptable mitigation plan is developed for the project. See note below for more details. RETTEW will:

1. Prepare a Joint Permit Application package, including the JPA Form, General Information Form, Chapter 105 Fee Calculation Worksheet, PASPGP-5 Reporting Criteria Checklist, Environmental Assessment Form, CRN form, Alternatives Analysis and other supporting documents identified on the Application Completeness Checklist. Project impacts will be quantified and included in the Aquatic Resource Impact Table. Plan drawings with impact areas would be provided by Pennoni to avoid duplicating CADD work. Aquatic resource assessments will be done according to the Rapid Assessment Protocols published by PADEP.
2. Prepare a Cultural Resource Notice, including a Project Review Form, mapping and required attachments, for submittal to the Pennsylvania State Historic Preservation Office (PA SHPO). Phase 1 archaeological and historic resource surveys are not included, but may be required by PA SHPO.

Deliverables: Three JPA packages for submission to the PADEP Northeast Regional Office.

NOTE: Mitigation Requirements

Compensatory mitigation will be required for this project. Mitigation options have not been explored yet, but will require either wetland creation at a suitable site proposed by the Township, or the purchase of wetland banking credits, if available. Nearby vacant land, possibly in Stillwater Estates, may be a viable option. The mitigation ratio is determined by wetland type and will be a minimum of 2:1 for forested wetlands. The required replacement ratio may be higher, pending the outcome of the Rapid Assessment Protocol for wetlands. The effort and fee associated with mitigation cannot be estimated without input from the regulatory agencies and are not included in this proposal. Mitigation will also require annual monitoring until the mitigation site meets design objectives. Monitoring costs are not included in this proposal.

The schedule for submission of the JPA will be affected by the mitigation requirements. An acceptable form of mitigation that meets regulatory requirements will need to be identified before the JPA is submitted. Mitigation costs are difficult to project accurately until the replacement area and design requirements are known, but the order of magnitude estimate provided by Pennoni in August 2017 (based on recent PennDOT data) offers an estimate for planning purposes. The Pennoni estimate for wetland mitigation is \$70 per square yard, or \$33,880 per tenth acre of wetland replacement. This estimate is likely

at the upper end of the cost range. A copy of the Pennoni estimate for wetland mitigation is included in the supplemental attachment with this proposal.

ANTICIPATED PROJECT SCHEDULE

The preapplication meeting will be scheduled as soon as possible after Pennoni's meeting with PennDOT. JPA preparation will take approximately two weeks after receipt of the project's limits of disturbance (LOD) and selection of an appropriate mitigation plan. The CRN will be completed concurrently with the JPA and provided for client review within five business days of receipt of the project's LOD and notice to proceed for this task. Upon client approval, the CRN will be submitted to the PA SHPO for review. The PA SHPO will review within 30 calendar days and will provide a response within an additional five business days.

COMPENSATION

RETTEW proposes to provide the aforementioned professional services on a Cost Plus (Time & Expense) basis in accordance with our standard hourly rates in effect at the time the services are being performed. RETTEW will bill you for the actual time, portal to portal, and expenses incurred in the performance of the Scope of Services outlined above. Although RETTEW may provide an estimate of fees and expenses for your guidance, the actual fees and expenses that you will incur during the course of your project may vary from the estimate. Accordingly, any estimate given by RETTEW does not constitute a guarantee of the final amount of fees and expenses that you will incur. The estimated costs are provided below for your convenience.

PROFESSIONAL FEES

A.	Preapplication Meeting	\$1,750.00
B.	Joint Permit Application.....	\$11,850.00

EXPENSES

Expenses such as reprographic services, equipment fees, mileage, and overnight travel that are directly incidental to our professional services shall be invoiced to you at our standard rates; expenses from our vendors shall be invoiced at 1.15 times our cost. Expense costs will be in addition to the Professional Fees stated above.

Estimated expenses for the above services associated with the project: \$300.00

TOTAL PROPOSED FEES\$13,900.00

MEETINGS

All review agency meetings, or meetings not listed in the Scope of Services, shall be attended as requested on a time and expense basis per the hourly rate of the individual effective at the time of the meeting. These costs will be invoiced in addition to the Proposed Fees stated above.

ASSUMPTIONS

The following is a list of assumptions that apply to this proposal:

1. Permit fees will be the responsibility of Tobyhanna Township and are not included in this proposal. Review fees are based on wetland impact area. Using an estimate of 0.4 acres of permanent wetland impact, permit review fees would be \$5,750. The actual review fee will be determined when the wetland impact area is finalized.
2. Compensatory mitigation is not included as part of this proposal.

PROPOSAL ACCEPTANCE

Payment is due upon presentation of invoice and is past due 30 calendar days from the invoice date. Tobyhanna Township agrees to reimburse RETTEW for any special business or personal taxes imposed at the local, county or state level as a result of providing professional services by RETTEW to Tobyhanna Township under this agreement.

If this proposal is satisfactory and acceptable, and fully sets forth all the items of our understanding, please signify your acceptance by signing the enclosed Professional Services Agreement and returning it to our office. We will forward a fully executed copy to you. This document will then constitute our completed agreement. If we are given verbal or written authorization to proceed with any portion of this work prior to receiving an executed agreement, or if we receive payment from you toward this project, the terms and conditions of the attached Professional Services Agreement will be considered to be in full force, as if it had been executed, until such time as another agreement is executed by both parties.

If you have any questions regarding this proposal or wish to discuss any item(s) contained herein, please do not hesitate to call our office. We will work to give you the quality service you deserve as a valued client of RETTEW.

Sincerely,


Martin Friday
Project Manager


Griffith L. Jones
Director of Natural Sciences

Enclosure

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We answer to you.

Corporate Headquarters: 3020 Columbia Avenue • Lancaster, PA 17603 • Phone (717) 394-3721 • Fax (717) 394-1063
E-mail: rettew@rettew.com • Web site: rettew.com

PROFESSIONAL SERVICES AGREEMENT

Project No. 098822008

THIS AGREEMENT entered into on this 23rd day of January, 2018 by and between
Township of Tobyhanna located at 105 Government Center Way, Pocono Pines, Pennsylvania 18350
hereinafter called "CLIENT" and RETTEW Associates, Inc., hereinafter called "RETTEW" is as follows:

THE AGREEMENT IS ENTERED INTO WITH RESPECT TO THE FOLLOWING PROJECT:
Proposed Roadway Improvements

located at: North of SR 940 and West of I-380 in Tobyhanna Township, Monroe County, Pennsylvania.
hereinafter called the PROJECT.

THE CLIENT AND RETTEW AGREE AS FOLLOWS:

A. Scope of Services to be Provided by RETTEW:
As outlined in our Proposal dated January 23, 2018.

B. Total Fee to be Paid to RETTEW:
As outlined in our Proposal dated January 23, 2018.

C. Schedule for the Services of RETTEW:
Upon receipt of our signed Professional Services Agreement.

D. This PROFESSIONAL SERVICES AGREEMENT shall include the PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS as attached hereto.

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:

BY: _____
(Client Signature)

(Printed Name)

BY: _____
(RETTEW Signature)
Griffith L. Jones
(Printed Name)

TITLE: _____
DATE: _____

TITLE: Director of Natural Sciences
DATE: _____

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

1. Scope of Services. RETTEW Associates, Inc. agrees to provide professional services set forth in the Scope of Services to the Client (the "Services") pursuant to these Terms and Conditions (the "Terms"). These Terms, together with the Professional Services Agreement and its attachments, constitutes the entire agreement between the parties concerning the Services. Unless specifically included in the Scope of Services, RETTEW shall not provide any construction phase services including, but not limited to, construction observation of any other contractor's work. RETTEW shall not control, or be responsible for, the construction means, methods, techniques, sequences or procedures of any contractor and shall not be responsible for site safety. RETTEW shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities or other responsibilities are specifically assigned to RETTEW in the Scope of Services.

2. Invoices. Unless otherwise agreed, Client will be invoiced every 4 weeks for services performed to date and a final invoice will be timely provided upon completion of the services. Payment is due on receipt and is past due 30 days from invoice date. Interest will be added after 30 days at the rate of 1.5% per month or partial month overdue. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to RETTEW within 10 days of the date of invoice. Client will reimburse RETTEW's reasonable attorneys' fees and litigation costs incurred in pursuing collection of any amount due from Client, in addition to amounts otherwise due hereunder. Timely payment to RETTEW is a material consideration of this Agreement. RETTEW may suspend or terminate its work upon written notice if any Client invoice is not timely paid. Client agrees to defend, indemnify and hold RETTEW harmless from any damages that may arise due to such suspension or termination.

3. Standard of Care. RETTEW shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. This standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. RETTEW MAKES NO OTHER EXPRESS WARRANTIES, AND EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES IMPLIED BY LAW AS THEY MAY APPLY TO THIS AGREEMENT, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Client agrees that neither RETTEW nor any of its subconsultants owes any fiduciary duty to Client or agency relationship between Client and RETTEW and that, in any event, RETTEW's course of conduct during the performance of the Services shall not create a fiduciary duty or agency relationship.

4. Indemnification. To the fullest extent permitted by law, Client agrees to indemnify, defend and hold the RETTEW Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by Client or any individual or entity for whose acts Client is responsible. To the fullest extent permitted by law, RETTEW agrees to indemnify, defend and hold the Client Group harmless from and against any and all manner of demands, claims, liabilities, costs and expenses (including, without limitation, reasonable attorneys' and experts' fees and other reasonable defense costs) arising out of any negligent act or omission, or any breach of this Agreement, by RETTEW or any individual or entity for whose acts RETTEW is responsible. With regard to any claims arising out of professional services, any defense obligation assumed by RETTEW shall be interpreted as an obligation to reimburse reasonable defense costs, including but not limited to reasonable attorney's and expert's fees. As used in Paragraphs 4 and 5, a "Group" includes the identified party, its parents, subsidiaries and affiliates, their agents, successors and assigns, or any of their shareholders, directors, partners, members, officers or employees.

5. Limitations of Liability.

a. RETTEW Group's aggregate liability for damages arising from or related to this Agreement, under any theory of liability, shall not exceed the fees paid by Client for performance of the Services. RETTEW shall only be liable for such damages to the extent caused by its negligence.

b. If RETTEW fails to include any required item or component of the Project from the drawings, sketches, specifications and other documents in any form provided to or for Client by RETTEW under this Agreement (the "Deliverables"), RETTEW shall correct the omission on the Deliverables without charge to Client and reasonable additional construction costs incurred by the Client due to the omission, but shall not be responsible for the cost of the item or component itself, or the cost of installation.

c. Neither party Group shall be liable to the other for punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use, fines, penalties, and loss of or corruption to data) arising from or related to this Agreement, regardless of the theory liability, and even if they have been advised of the possibility of such damages or loss.

d. RETTEW hereby advises Client that it is willing to negotiate higher limitations of liability than those set forth herein, subject to increased compensation. Client has chosen to enter into this Agreement subject to the above limitations of liability after consideration of the totality of the proposal presented by RETTEW.

6. Relationship with Other Consultants and Contractors RETTEW is not responsible for any errors or omissions by other consultants, contractors or their respective subcontractors (collectively, "Contractors"), including, but not limited to, such Contractors' failure to adhere to the Deliverables, regardless of whether or not RETTEW is observing their work. RETTEW owes no duty to any Contractor to discover their errors, omissions or other defects in its work or in the work of its subcontractors. Client will use reasonable efforts to include the following language in its agreements with other Contractors on the Project: *"The remedies of this Agreement for adjustment of contract time, contract price, or for determining whether any payments or damages are owed to the contractor or consultant are exclusive and will control. To the fullest extent permitted by law, contractor or consultant expressly waives any claims or causes of action against the project engineer for damages sustained in connection with the project, under any theory of liability, except to the extent that the damages resulted from personal injury or property damage. The project engineer is an intended third-party beneficiary of this provision."*

7. Termination. In addition to any other termination rights set forth herein, this Agreement may be terminated by either party upon 7 days written notice if the other party fails materially to perform in accordance with its terms. If the Project is permanently abandoned, this Agreement may be terminated by Client upon at least 7 days written notice to RETTEW. In the event of termination of the Project, Client will compensate RETTEW for Services performed or provided up to its receipt of the written notice of termination, for all reimbursable expenses incurred by RETTEW in furtherance of the Services (whether or not incorporated into the Services prior to termination), and reasonable fees and expenses directly associated with the closing the matter, the latter as approved by Client in advance. Timely payment to RETTEW is a material consideration of this Agreement. Client's failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by RETTEW.

8. Insurance. During the term of the Agreement, RETTEW will maintain Workers' Compensation insurance, General Liability insurance, Automobile insurance, and Professional Liability insurance in commercially reasonable amounts. Client will maintain, or require its other contractors or consultants on the Project to maintain, such policies (if applicable) in commercially reasonable amounts. Except to the extent that such waiver would invalidate the applicable insurance coverage, the parties waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. Client and RETTEW shall require similar waivers from their contractors, consultants and agents.

9. Opinions of Probable Construction Cost. RETTEW's opinions of probable construction cost and other cost opinions or estimates are to be made on the basis of RETTEW's experience and qualifications as an engineer and represent RETTEW's best judgment as an experienced and qualified design professional generally familiar with the industry. However, because RETTEW has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, RETTEW cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by RETTEW or other cost opinions or estimates. If Client wishes greater assurance as to probable construction costs, Client shall employ an independent cost estimator.

10. Disputes. If a dispute arises from or relates to this Agreement or the breach thereof, that cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to litigation. The parties further agree that they may initiate litigation regarding any dispute arising out of or relating to this Agreement, or breach thereof, if mediation does not result in a resolution within 90 days of initiation. Litigation between the parties regarding this Agreement shall be brought in a court of competent jurisdiction located in the state where the work hereunder is performed. In the event of litigation, the prevailing party shall be entitled to collect its reasonable attorneys' fees, experts' fees and costs related to the litigation from the other party. This Agreement shall be governed by and construed under the law of the state where the work hereunder is performed, without regard to its principles of conflicts of laws. The parties waive their right, if any, to a jury trial.

11. Client Responsibilities. Client will provide access to the site as necessary for RETTEW's performance of the Services. Client will provide, in a timely fashion, complete physical information about the site that may be necessary or desirable for RETTEW to perform the Services. Client will timely review proposals, schedules,

plans, and specifications prepared by RETTEW, and cooperate with RETTEW so that RETTEW may complete the Services in a timely fashion. Failure to provide such timely review may adversely impact scope, schedule and budget related to the Services. RETTEW shall be entitled to rely on information and recommendations provided by Client, and its Contractors without independent evaluation or verification.

12. Notice of Defects. Client shall promptly report to RETTEW any defects or suspected defects in the Services, so that RETTEW may take measures to minimize the consequences of such defect. Client will use reasonable efforts to include a similar contractual requirement on its Contractors. Failure by Client, and/or Client's Contractors, to so notify RETTEW shall relieve RETTEW of the costs of remedying the defects to the extent of the additional costs resulting from the failure of prompt notification.

13. Underground Utilities. Client will identify to RETTEW, in writing, the locations of known or suspected underground utilities or other underground structures or features at and near the project site that could affect the services to be provided (collectively, "Underground Utilities") and will provide all drawings in its possession or control that identify Underground Utilities. RETTEW will be responsible for the proper siting of underground utilities when provided with proper and accurate information regarding their location. Client agrees to defend, indemnify and hold RETTEW harmless from all claims and damages it sustains in connection with Underground Utilities that are not identified to RETTEW as required, not properly identified, or not properly located by municipalities, authorities, or utilities after proper notice (i.e., after calling the applicable state utility locating hotline, if one exists).

14. Fees.

a. Unless expressly stated otherwise in the Scope of Services, the "Total Fee" above is RETTEW's best estimate of the cost of Services required to complete the Project as RETTEW understands it to be defined and is not a cost-not-to-exceed limit on RETTEW's compensation. For fixed fee projects, payment shall be made based on the percent of work completed for each phase of work, unless otherwise agreed. For time and expense (cost plus) projects, billings are based on the hours worked, including travel time portal-to-portal, and reimbursable expenses. Overtime for non-exempt employees will be billed at 1.5 times the hourly rate.

b. Client is responsible for RETTEW's out-of-pocket expenses incurred in performing the Services, including, but not limited to, travel expenses, outside consultants, approval and permit fees, and any supplemental insurance requested. Reimbursable expenses will be billed at RETTEW's actual cost, plus 15%, except sales tax will be reimbursed at cost and mileage will be reimbursed at the applicable federal rate. Hotels and meals will be billed as a per diem expense as set out in the Rate Schedule.

c. RETTEW shall be entitled to an equitable increase in compensation if it is required to perform additional work due to changes in Client decisions or Client's failure to make decisions in a timely fashion. Services or tasks beyond those set forth in the Scope of Services (including but not limited to, revisions due to adjustments in the project scope, quality, or budget) are considered "Additional Services" and will be billed at RETTEW's standard hourly rates, unless the parties agree otherwise in a change order or amendment to this Agreement.

15. Work Product and Intellectual Property. Conditioned on full payment of amounts owed to RETTEW, RETTEW grants Client physical ownership of the Deliverables, and a royalty-free, nontransferable license to use the Deliverables solely for the Project. RETTEW retains all other intellectual property rights in the Deliverables and the intellectual property rights in any other document reduced to tangible form by RETTEW in furtherance of this Agreement. The Deliverables may not be used on any other projects or to complete the Project without RETTEW's consent, which will not be unreasonably withheld. Use of the Deliverables (or the data contained therein) in a manner that is contrary to this paragraph, or any alteration or modification of the Deliverables (or the data contained therein), is at Client's sole risk. Client agrees to defend, indemnify and hold RETTEW harmless from any liability for damages arising from such use, alteration or modification. Payment of all sums due in accordance with the terms of this Agreement is a condition precedent to Client's ownership or use of the Deliverables. Client shall consult with RETTEW before interpreting or clarifying the Deliverables.

16. Miscellaneous. There are no third party beneficiaries of this Agreement. There are no understandings or agreements concerning this Project except as expressly stated herein. These Terms cannot be modified, altered, abridged, rescinded or supplemented by any unilateral statement or writing of either party. These Terms control over any subsequent writings, unless specifically and explicitly agreed to by both parties, in writing. If the Client directs RETTEW to initiate Services before execution of an agreement, these Terms will govern the engagement, unless subsequently agreed by the parties in writing. Neither party may assign this Agreement without the other party's written consent, which shall not be unreasonably withheld. If any provision hereof is deemed invalid or unenforceable, the other provisions shall remain in full force and effect, and binding upon the parties hereto. RETTEW may withdraw or revise the proposal if the Agreement is not executed by Client within 60 days of receipt.

17. CONSTRUCTION SERVICES (If included in Scope of Services)

17.1 RETTEW offers construction observation and construction administration services, but does not offer construction management or construction inspection services. (Construction management services are offered by RETTEW's affiliate, RETTEW Field Services, Inc.) RETTEW shall become generally familiar with the progress and quality of that portion of the work within the Scope of Services to determine, in general, if such work is being performed in a manner indicating that such work, when fully completed, will be in accordance with the construction documents. RETTEW shall not be required to make exhaustive or continuous on-site visits to observe the quality or quantity of such work. RETTEW's services do not include supervision or direction of the actual work of the contractor, its employees, agents or subcontractors. Client agrees to notify the contractor accordingly. The contractor shall also be informed by Client that neither the presence of RETTEW's field representative nor the observation by RETTEW shall excuse the contractor for defects or omissions in its work.

17.2 Under no circumstances shall RETTEW have control over, or be in charge of, nor shall RETTEW be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work. RETTEW shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the construction documents. RETTEW shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the work.

17.3 Client agrees that its contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observation of the contractor's performance conducted by RETTEW's personnel will not include review of the adequacy of the contractor safety measures in, on or near the construction site. RETTEW is not responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

17.4 If expressly required under the Scope of Services to do so, RETTEW shall review contractors' submittals within 10 business days of their submission, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by any contractor, all of which remain the responsibility of the contractor. RETTEW's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures and RETTEW does not check or review the methods by which the contractor intends to execute the design. A recommendation for payment shall not be construed as permitting any departure from the contract between Client and the contractor or the construction documents, and the contractor shall remain responsible for any error in details, dimensions or otherwise that may exist. RETTEW's review and acceptance of shop drawings or submittals does not constitute approval or acceptance of design changes contained therein unless the contractor has specifically informed RETTEW in writing of such deviation at the time of the submittal and (1) RETTEW and Owner have given written approval to the specific deviation as a prior change in the work, or (2) a change order has been issued authorizing the deviation. When professional certification of performance characteristics of materials, systems or equipment is required by the construction documents, RETTEW shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction documents.

17.5 If the Scope of Services includes RETTEW's review of contractors' requests for payment, then such services shall be conducted in the following manner. Unless otherwise agreed in writing, RETTEW shall, within 10 business days from the date of receipt by RETTEW, review and evaluate such requests for payment based upon RETTEW's observations of the work and give Client its recommendations regarding such request. RETTEW's recommendations shall constitute a statement to Client as of the date of the contractor's request, that: (a) the work has progressed to the point indicated; and (b) that to the best of RETTEW's knowledge, information and belief, the quality of the work is consistent with the construction documents prepared by RETTEW and there are no known defects or deficiencies in the work for which Client should withhold payment under applicable law. The foregoing statements shall be interim only, shall be subject to an evaluation of the completed work compared to the construction documents, if requested by Client, and do not guarantee against minor deviations from the construction documents as of the date of the review.

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Stillwater Estates Entrance Reconfiguration Improvement Plan Tobyhanna Township, Monroe County, PA

ORDER OF MAGNITUDE COST ESTIMATE

The scope includes the relocation of Stillwater Drive across from the Fedex Drive including the reconfiguration of internal roads within Stillwater Estates and the addition of a access road parrell to SR 0940.

ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
CLEARING AND GRUBBING	LS	1	\$15,000.00	\$15,000.00
EXCAVATION	CY	2400	\$35.00	\$84,000.00
SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 0.3 TO < 3 MILLION ESALS, 25.0 MM MIX, 4" DEPTH	SY	6000	\$25.00	\$150,000.00
SUBBASE 6" DEPTH (NO. 2A)	SY	6000	\$10.00	\$60,000.00
SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, PG 64-22, 0.3 TO < 3 MILLION ESALS, 9.5 MM MIX, 1 1/2" DEPTH, SRL-L	SY	6000	\$12.00	\$72,000.00
SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BINDER COURSE, PG 64-22, 0.3 TO < 3 MILLION ESALS, 19.0 MM MIX, 2 1/2" DEPTH	SY	6000	\$14.00	\$84,000.00
BITUMINOUS TACK COAT	SY	6000	\$0.50	\$3,000.00
SIGNING & PAVEMENT MARKINGS	LS	1	\$7,500.00	\$7,500.00
WETLAND MITIGATION	SY	1850	\$70.00	\$129,500.00
Construction sub-total (Sum of all above items)				\$605,000.00
Maintenance and protection of traffic (% of Construction Cost)	LS	1	5%	\$30,250.00
Mobilization (% of Construction Cost)	LS	1	5%	\$30,250.00
Drainage (% of Construction Cost)	LS	1	10%	\$60,500.00
E & S Work (% of Construction Cost)	LS	1	15%	\$90,750.00
Landscaping (% of Construction Cost)	LS	1	2%	\$12,100.00
Construction sub-total (Sum of all percentage items)				\$223,850.00
DESIGN, PERMITTING & INSPECTION (% of Construction Cost)	LS	1	10%	\$82,885.00
Contingencies (% of Construction Cost)	LS	1	10%	\$82,885.00
CONSTRUCTION COST TOTAL				\$994,620.00
USE CONSTRUCTION COST TOTAL				\$995,000.00

*ROW ACQUISITION IS NOT INCLUDED IN THIS ESTIMATE.

*THE COST ESTIMATE IS BASED OFF OF A PRELIMINARY ROADWAY EVALUATION WITH NO DESIGN BEING COMPLETED.

Cost Estimate Prepared: August 2017 based on recent PennDOT bid results including prevailing wage rates

Prepared By: Stephen Valenti

Reviewed By: Earl Armitage, P.E.